

The logo consists of the text '24/7' in a bold, yellow, sans-serif font, positioned above the word 'ASSISTANCE' in a smaller, white, sans-serif font. Both are set against a black rectangular background.

**24/7**

ASSISTANCE

## **PARTNER REGISTRATION FORM**

**24/7 GmbH**

Vogelweiderstraße 63  
5020 Salzburg, AUSTRIA

+43 5 050 247 365 024  
[sales@24seven-assistance.com](mailto:sales@24seven-assistance.com)



## PERFORMANCE OVERVIEW 1/2

Service Overview of 24/7 partners:

X	Services - (please tick the appropriate box)	X	Services - (please tick the appropriate box)
	TRUCK Towing		BUS/ COACH Breakdown Assistance
	Truck Breakdown Assistance		BUS/ COACH Tyres
	Truck Tyres		Security Services/ Fine payment
	Truck Repatriation		Environment Service (disposal, soil cleaning, organization of appraisals etc.)
	Truck / Bus Salvage		Rental Cars
	CAR Towing		Hydraulic
	CAR Breakdown Assistance		Tail lifts
	CAR Tyres		Truck tarpaulin
	CAR Repatriation		Axles
	BUS/ COACH Towing		Doc Stop *)

Is it possible to be on spot in your work area within 1 hour, 24/7:  YES

Partner confirms that he has a licence for the services offered  YES

Partner confirms that he has liability insurance for any damage caused in connection with his services  YES

Doc Stop\*) to be introduced only in accordance with 24/7 SALES ([sales@24seven-assistance.com](mailto:sales@24seven-assistance.com))



## PERFORMANCE OVERVIEW 2/2

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### Authorized Workshop for following brands: (Truck, Trailer, Axle, Brakes, Transport cooling,...)

Trucks:  MAN  Mercedes  Volvo  
 DAF  Iveco  Scania  
 Renault  FORD  others

Trailer:  Schmitz  Schwarzmüller  Kögel  
 Krone  WIELTON  others

Axle:  BPW  SAF  others

Brakes:  Knorr  Wabco  others

Transport cooling:  Carrier  Thermo King  others

other Brands

Geographical Working area



## CONTACT INFORMATION

CONTACT PARTNER	
Company Name:	
VAT Number:	
Address:	
ZIP Code / Place:	
General Manager:	
Workshop Manager:	
Business hours:	
Phone Business hours:	
Phone 24/7	
e-mail for job handling	
Phone accounting/billing	
e-mail accounting/billing	

CONTACT 24/7 GMBH	
Firmenname	24/7 GmbH
Adresse	Vogelweiderstraße 63
Postleitzahl, Stadt	5020, Salzburg
UID	<u>ATU 77319947</u>
GESCHÄFTSFÜHRUNG	Jarno Bor, Dirk Fröhlich
Bank Details	Oberbank Bad Aussee, IBAN: AT 97 1500 0008 4109 3610      BIC: OBKLAT2L
Telefonnummer 0-24h	+43 505 024 7 365 024
E-mail der 0-24h Notrufzentrale	<a href="mailto:assistance@24seven-assistance.com">assistance@24seven-assistance.com</a>
E-mail für Verrechnungsfragen	<a href="mailto:invoice@24seven-assistance.com">invoice@24seven-assistance.com</a>
E-mail für generelle Anfragen	<a href="mailto:sales@24seven-assistance.com">sales@24seven-assistance.com</a>



## CONDITIONS AND BILLING INFORMATION

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Please send invoices by mail to: [invoice@24seven-assistance.com](mailto:invoice@24seven-assistance.com)

In general, the partner invoices according to his actual common price list and accepts following conditions:

(please tick a box)

Partner accepts 24/7 fixed prices for tyres (Attachment)  YES

10 % DISCOUNT on your total invoice at 24/7 order placement -  
(Payment from 24/7 due within 45 days)  YES

12 % DISCOUNT on your total invoice at 24/7 order placement -  
(Payment from 24/7 due within 30 days)  YES

5% DISCOUNT on your total invoice for authorisation service (GOP REQUEST ONLY)  YES

**Attention:** The % Discount is to be attached to the invoice in the form of a separate credit note

Actual Service mobile: costs per km: € \_\_\_\_\_

All prices are excl. VAT!

### **24/ Assistance – a new brand!**

ADAC Truckservice GmbH from Germany and the Austrian Service 24 Notdienst GmbH founded the joint venture 24/7 GmbH at the beginning of 2022. With immediate effect, both companies will appear on the market under the joint brand "24/7 ASSISTANCE".

**You can receive orders from all 3 companies in the future:**

- 24/7 GmbH
- ADAC Truck Service GmbH
- Service 24 Notdienst GmbH

the above conditions are valid for all 3 companies.

**Please take into account the billing address given in our orders!**



## DATA PROTECTION

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### Data privacy – Information according to Article 13 of the GDPR:

The partner recognises that the personal data that they made available within the context of their registration as a customer and subsequently within the framework of assignments is used by 24/7 GmbH, Vogelweiderstraße 63, 5020 Salzburg, FN 563154 v, e-mail address office@24seven-assistance.com for the purpose of personal and contractual administration as well as for the deposition, processing, placement, invoicing and documentation of deployments or services (Art. 6, Para. 1, lit b and lit f of the GDPR) and, for these purposes, is submitted to the recovery companies, garages, insurance companies, fuel card and credit card companies and the authorities to the necessary extent.

From the time at which the personal data is transferred to insurance companies, fuel card and credit card companies and/or the authorities, these recipients are responsible for decisions regarding the use of the data and are therefore responsible for compliance with the GDPR provisions.

The data required for personal and contractual administration purposes as well as the disposition, processing, administration, invoicing and documentation of deployments or services is essentially stored for the duration of the processing or provision of services. Furthermore, only absolute essential information based on the applicable statutory provisions or retention obligations (Austrian Corporation Code, Austrian Civil Code, etc.) is stored following processing of the provision of services.

Furthermore, the partner is aware that they have the right to be notified of the information that 24/7 GmbH has stored about them as well as to have it corrected, deleted and to restrict the processing of it and to file an objection against processing (direct marketing) as well as the data transferability and is also permitted to withdraw consent at any time. In addition, the customer is, at all times, permitted to submit a complaint with the data protection authorities with regard to the processing of their personal data. Data processing performed by 24/7 GmbH is exclusively based on the contractual relationship as well as the services utilised within this context. The necessary data must be provided in order to make use of the services.

#### Confirmation

The partner confirms that they have obtained the consent of the contact partner for their personal data (title, first name, surname, e-mail address, telephone number) to be processed for the purpose of personal and contractual administration as well as to provide services within the context of the information according to Article 13 of the GDPR to assume contact and provide services.

Name of authorized signatory in capital letters:

Date, Stamp, Signature



# GENERAL TERMS AND CONDITIONS

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## General Terms and Conditions of 24/7 GmbH

### I. Placing an order

All Services of 24/7 GmbH ("Contractor") are based on these General Terms and Conditions ("T&Cs") set forth in this document. The Contractor will only accept orders under its own T&Cs. Conflicting regulations that deviate from these T&Cs, particularly client's terms of business or purchasing conditions, shall only apply if the Contractor has explicitly accepted them in writing. Any amendment to these T&Cs must be made in writing. A lack of response of the Contractor shall not be considered as agreement neither to changes of T&Cs nor to any regulations of the client.

### II. Execution of order, refund of expenditure

1. The client shall answer precisely and fully all questions of the Contractor or its authorised representative required for the agreed services or the order and shall disclose any relevant or unusual circumstances.
2. The client must ensure that any objects or other loads in the vehicle are sufficiently secured (e.g. against slipping) before the on-site works start. The client shall remove items of value from the vehicle.
3. If the client or the person acting for the client has not specified a location to which the vehicle is to be brought, the Contractor shall decide at its own discretion to bring the vehicle either to the premises of the commissioned Subcontractor or to the premises of a third party nearby the accident or breakdown location or deposit it there. The client has to bear the costs during the deposit and shall also arrange, without delay, the further stay of the vehicle.
4. If on client's decision the vehicle is brought to the premises of the Subcontractor of the Contractor, the client shall bear the appropriate costs of this deposit unless an agreement with the client on hiring a parking space or a custody contract has been concluded. The Contractor will accept no liability for the deposit of any items of value.
5. If an order cannot be carried out, without fault of the Contractor for the non-performance, the client has to bear Contractor's expenses and costs for this order.

If an order cannot be carried out due to the fault of the client, the Contractor shall in addition have a claim to compensation for loss of profit. The right to claim further compensation is reserved.

### III. Payment

1. Remuneration is due for payment immediately after the order has been carried out. In terms the payment shall be made by bank transfer, payment is due within 10 days after the issuedate of the invoice.
2. Payments shall be made in cash or by accepted fuel cards or credit cards or by an explicitly agreed method of payment. The breakdown service provider is entitled to collect the fee in cash.
3. Any compensation with counterclaims is excluded, unless (a) the counterclaim has been recognised by the Contractor in writing or has been stated by a court, (b) the claim is legally connected with the claim of the Contractor or (c) in case of an insolvency of the Contractor.
4. In the event of late payment, the Contractor shall be entitled to interest according to the Austrian legal provision for business to business transactions (b2b).

### IV. Right of pledging / Right of retention

1. For any claims arising from the order and/or the deposit of the vehicle in connection with these, the Contractor shall have the right of retention and a contractual right of pledging of the objects that have come into its possession due to the order. If the Contractor exercises its right of retention, the further costs of accommodating and depositing of the vehicle shall be borne by the client as well. If remuneration is not paid after it becomes due, the Contractor is entitled, based on its right of pledging, to bring the vehicle to the premises of its Subcontractor and deposit it there at the client's expense.

### V. Liability

1. In terms of a freight business, the Contractor shall be liable according to the legal provisions of the Austrian company code (UGB) for freight businesses.
2. For all other services performed by the Contractor (in particular, breakdown and accident assistance on-site), the liability of the Contractor is limited for gross negligence or intent, except for personal injuries caused by the Contractor. If the client should be in breach of any of his/her duties, e.g. securing the loading for the items in the vehicle, the Contractor shall not be liable.
3. The client is obliged to inform the Contractor, without delay, of any damage or loss for which the Contractor may be liable, and shall provide an exact and specific description of those.
4. The Contractor is not liable for reasonable damage that is unavoidable in order to succeed with the execution of the order. Thus the client shall hold the Contractor harmless from any claims in this regard. Causing damage is necessary if the damage is unavoidable or could only be avoided by disproportionate means and costs.

Regarding business clients the liability for consequential damages, loss of profit, loss of production, interruption of business as well as for all direct damages is excluded in any event to the maximum extent permitted by law, for whatever legal reason.



**VI. Warranty**

Any claims of a business client for defects for whatever legal reason become time-barred six months starting with the return of the repaired or towed vehicle to the client or its' representative. The Contractor shall repair any defects he is responsible for, and of which the client has informed him immediately in writing. The Contractor has the right to supplementary performance or repair. If the client is a consumer according to the legal definition of the Austrian law, legal provisions apply regarding time-barring.

**VII. Final provisions, applicable law & place of jurisdiction**

1. If an individual provision of this T&Cs is or becomes invalid or ineffective, in part or in total, this shall not affect the legal effectiveness and validity of the remaining provisions. In such case, the ineffective provision shall be replaced by a legally effective provision that reflects the parties will expressed in this T&Cs as accurately as possible. The same applies to gaps in the contract.

2. All contracts and business relationships between the client and the Contractor shall be solely governed by Austrian law. Applicability of the UN Convention on Contracts for the International Sale of Goods, as well as all other international law provisions (e.g. conflict of laws) is excluded.

3. For all disputes arising out of or in connection with services of Contractor including these T&Cs the place of jurisdiction shall be Austria, 1010 Vienna. For clients who are consumers, the local competence is according to the provisions of Austrian law.

Status 03/2022

Name of authorized signatory in capital letters:

Date, Stamp, Signature

